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6 UNUM LIFE INSURANCE COMPANY OF
7 AMERICA

8 **UNITED STATES DISTRICT COURT**
9 **CENTRAL DISTRICT OF CALIFORNIA**

10 MARTA BONNIN, } Case No. 2:17-cv-04513-JAK (JCx)
11 Plaintiff, }
12 vs. } **STIPULATED AGREEMENT AND
13 UNUM LIFE INSURANCE COMPANY } PROTECTIVE ORDER FOR
14 OF AMERICA; HINDERLITER, } CONFIDENTIALITY OF
15 DELLAMAS & ASSOCIATES PLAN, } INFORMATION
16 Defendants. }
17**

18 To expedite the flow of discovery material, facilitate the prompt resolution of
19 dispute over confidentiality, and pursuant to the stipulation of the parties, by and
20 through their counsel of record, with good cause shown, **IT IS HEREBY
21 ORDERED:**

22 1. **“Confidential” Materials.** “Confidential” materials are documents or
23 information so designated by the producing party. A party disclosing or producing
24 the information, documents or things, that it believes to be “Confidential” may
25 designate the same as “Confidential” or by using some similar designation, or by
26 designating in writing (by correspondence or otherwise) that some or all documents
27 produced are “Confidential.” A party shall make the designation of “Confidential”
28 only as to material which that party reasonably and in good faith believes is

1 confidential and entitled to protection under applicable law. Any such designation
2 shall be made at the time answers to interrogatories or answers to requests for
3 production are served; or at the time that tangible things or copies of the documents
4 are furnished to a party conducting such discovery. If upon review any party
5 believes that any documents, information, or tangible items designated by a
6 designating party are not “Confidential” as defined herein above, then the party may
7 challenge such designation under the procedures set forth in paragraph 12 below.

8 If timely corrected, an inadvertent failure to designate qualified information or
9 items as “Confidential” does not, standing alone, waive the Designating Party’s right
10 to secure protection under this Order for such material. If material is appropriately
11 designated as “Confidential” after the material was initially produced, the Receiving
12 Party, on timely notification of the designation, must make reasonable efforts to
13 assure that the material is treated in accordance with the provision of this Order.

14 2. Scope of “Confidential” Designation. The special treatment accorded
15 the documents designated “Confidential” under this Order shall reach:

- 16 (a) All documents designated “Confidential” under the terms of this Order;
- 17 (b) All copies of such documents;
- 18 (c) Any deposition transcript or exhibit, or portion thereof, that discusses
such documents;
- 19 (d) Any portion of any discovery answer or response, affidavit, declaration,
brief or other paper, filed with the Court, or as an exhibit to such paper
that discusses such documents.
- 20 (e) Any deposition transcript or portion thereof that is designated
“Confidential” under the terms of this Order; and
- 21 (f) All information contained in such documents or depositions.

22 3. Restrictions on Disclosure of “Confidential” Materials. Except with
23 written prior consent of all parties and except as provided elsewhere in this Order, all
24 materials produced in this suit that are designated “Confidential” shall be used solely
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1 for the preparation and trial of this suit (including any appeals and retrials), and shall
2 not be used for any other purpose, including business, governmental or commercial,
3 or in any other administrative, arbitration or judicial proceedings or actions.
4 Materials designated “Confidential,” and all information in them, may not be
5 disclosed, divulged, revealed, described, paraphrased, quoted, transmitted,
6 disseminated or otherwise communicated to any person other than:

- 7 (a) The parties to this litigation or Court personnel;
- 8 (b) Counsel for parties in this suit;
- 9 (c) Secretaries, paralegal assistants, and all other employees of such counsel
10 who are assisting in the prosecution and/or defense of this suit;
- 11 (d) Actual or potential deposition or trial witnesses to testify concerning the
12 suit;
- 13 (e) Outside consultants and experts retained for the purposes of assisting
14 counsel and the parties in the prosecution and/or defense of this suit.

15 4. Certification of Compliance. No person authorized to receive access to
16 “Confidential” materials under the terms of this Order (except for those persons
17 identified in paragraph 3(a)-(c) of this Order) shall be granted access to them until
18 such person has read this Order and agreed in writing to be bound by it pursuant to
19 the form attached to the Order as Exhibit 1. These written agreements (in the form of
20 Exhibit 1) shall be maintained by counsel for the parties and made available upon
21 Order of the Court to any party.

22 5. Use of “Confidential” Materials at Depositions. Any “Confidential”
23 materials marked as deposition exhibits shall be sealed separately from the remainder
24 of the deposition transcript and exhibits. When a party uses or refers to
25 “Confidential” materials at a deposition, at the request of the party asserting
26 confidentiality, the portion of the deposition transcript that relates to such documents
27 or information shall be stamped “Confidential” and sealed separately from the
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1 remainder of the transcript, and shall be treated as “Confidential” under the
2 provisions of this Order.

3 6. Designating Portions of the Deposition Transcripts Confidential. Any
4 party may, within thirty (30) days after receiving a deposition transcript, designate
5 portions of the transcript, or exhibits to it, as being “Confidential.” Confidential
6 deposition testimony or exhibits may be designated by stamping the exhibits
7 “Confidential,” or by underlining the portions of the pages that are confidential and
8 stamping such pages “Confidential.” Until expiration of the 30-day period, the entire
9 deposition transcript, and all exhibits to it, will be treated as confidential under the
10 provisions of this Order. If no party timely designates testimony or exhibits from a
11 deposition as being “Confidential,” none of the deposition testimony or exhibits will
12 be treated as confidential. If a timely “confidential” designation is made, the
13 confidential portions and exhibits shall be sealed separately from the remaining
14 portions of the deposition, subject to the right of any party to challenge such
15 designation under paragraph 12.

16 7. Use of “Confidential” Materials in Papers Filed with the Court.
17 Materials designated “Confidential,” and all information in them, may be discussed
18 or referred to in pleadings, motions, affidavits, briefs or other papers filed with the
19 Court, or attached as exhibits to them, provided that such “Confidential” materials
20 and information, and any portion of any paper filed with the Court that discusses or
21 refers to them, are stamped “Confidential” and separately filed in accordance with
22 paragraph 8 of this Order.

23 8. Use of “Confidential” Materials in Court. Materials designated
24 “Confidential,” and all information in them or derived from them, may be used or
25 offered into evidence at the trial of this suit, or at any hearing in this litigation,
26 provided that when using “Confidential” materials in Court, counsel for the party
27 using the “Confidential” materials shall take steps to insure against inadvertent
28 disclosure of the “Confidential” materials to persons not subject to this Order.

1 If any party desires that materials, which are confidential and/or contain
2 confidential information be filed with the Court, at least three (3) days before seeking
3 to file materials under seal, that party shall first confer with the person who
4 designated the material confidential in an attempt to minimize the need for filing
5 under seal by means of a redaction. If the material cannot be suitably redacted by
6 agreement, the party may file an application for leave to file under seal pursuant to
7 Central District of California Local Rule 79-5. The parties shall comply with all
8 requirements of Local Rule 79-5, including but not limited to the submission of
9 supporting declaration(s) and supporting documentation. Pursuant to Central District
10 of California Local Rule 5.2.2(b)(i), the declaration and proposed material for
11 consideration will be closed to public inspection.

12 9. Non-Termination and Return of Materials. The provisions of this Order
13 shall continue to apply to all “Confidential” materials and information after this suit
14 has been terminated. Upon termination of this suit, including all appeals, the parties
15 shall return all “Confidential” materials to the producing party. Alternatively, the
16 parties and/or any producing party may agree in writing on appropriate methods of
17 destruction.

18 10. No Admissions. Nothing contained in this Order, nor any action taken
19 in compliance with it, shall operate as an admission by any party that a particular
20 document or information (1) is, or is not, confidential; (2) is, or is not, admissible
21 into evidence for any purpose; and (3) is, or is not, subject to inclusion in any
22 “administrative record” filed in this cause.

23 11. Interim Protection. “Confidential” materials produced by any party in
24 response to discovery requests served after the filing of the complaint in this suit and
25 prior to the entry of this Order by the Court shall be subject to the provisions of this
26 Order to the same extent as if this Order has been entered by the Court, unless the
27 Court directs otherwise.

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1 12. Procedures for Challenging “Confidential” Designation. If upon review
2 any party believes that any materials, information or tangible items designated by a
3 designating party are not “Confidential,” then the party may challenge the
4 designation by providing written notice to the designating party within thirty (30)
5 days of receipt of the material, information or tangible item, of the challenging
6 party’s request to meet and confer on the disputed material. The written notice must
7 specifically identify the challenged materials, information or tangible items by bates
8 numbered pages where available. The opposing party shall participate in a good
9 faith effort to meet and confer within ten (10) days of after service by the challenging
10 party of its written notice, pursuant to Central District of California Local Rule 37-1.
11 If the parties are unable to resolved their differences, they shall both formulate a
12 written stipulation containing all issues in dispute and signed by both counsel
13 pursuant to Central District of California Local Rule 37-2, 37-2.1, 37-2.2 and 37-2.4.
14 The stipulation shall be submitted to the Court with a notice of motion pursuant to
15 Central District of California Local Rule 37-2. Each party may file a supplemental
16 memorandum pursuant to Central District of California Local Rule 37.2.3, and the
17 matter shall be noticed for hearing pursuant to Central District of California Local
18 Rule 37-3. The failure of any party to comply with the Local Rules 37-1 through 37-
19 3 may result in the imposition of sanctions pursuant to Central District of California
20 Local Rule 37-4.

21 13. By stipulating to the entry of this Protective Order no party waives any
22 right it otherwise would have to object to disclosing or producing any information or
23 item on any ground not addressed in this Stipulated Protective Order. Similarly, no
24 party waives any right to object on any ground to use in evidence of any of the
25 material covered by this Protective Order.

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1 **IT IS SO STIPULATED**

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3 Dated: June 11, 2018

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5 Glenn R. Kantor
Corinne Chandler
Mitchell O. Hefter
KANTOR & KANTOR, LLP

6
7 By: /s/ Corinne Chandler
8 Corinne Chandler
9 Attorneys for Plaintiff
MARTA BONNIN

10 Dated: June 11, 2018

11 Linda M. Lawson
Kristin Kyle de Bautista
MESERVE, MUMPER & HUGHES LLP

12
13 By: /s/ Kristin Kyle de Bautista
14 Kristin Kyle de Bautista
15 Attorneys for Defendant
16 UNUM LIFE INSURANCE
COMPANY OF AMERICA

17 **ECF CERTIFICATION**

18 The filing attorney attests that she has obtained concurrence regarding the
19 filing of this document from the signatories to this document.

20
21 **IT IS SO ORDERED.**

22
23 Dated: June 11, 2018

24 /s/
25 Hon. Jacqueline Chooljian
26 U.S. Magistrate Judge

Exhibit 1

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

ACKNOWLEDGEMENT OF PROTECTIVE ORDER AND AGREEMENT TO BE BOUND

In consideration of the disclosure to me of certain information which is subject to a Protective order of this Court I state as follows:

1. That I reside at _____, in the city
and county of _____ and the state of
_____.

2. That I have read and understand the Protective Order dated June 11, 2018, entered into in the above styled civil action (the “Action”);

3. That I agree to comply with and be bound by the provisions of the Protective Order;

25 4. That I will not divulge to persons other than those specifically
26 authorized by paragraph 3 of the Protective Order, and will not copy or use, except
27 solely for the purposes of this Action, any confidential document or information as
28 defined by the Protective order, except as provided herein.

1 5. That I understand that if I violate the terms of the Protective order, I
2 may be subject to an enforcement proceeding before this Court, including an
3 application to have me held in contempt; and

4 6. That I agree to submit myself to the personal jurisdiction of this Court in
5 connection with any proceedings seeking enforcement of the Protective Order.

6 I declare under penalty of perjury under the laws of the State of California that
7 the foregoing is true and correct. Executed this _____ day of _____,
8 20__, at _____ [City], _____ [State].

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